

Panaji, 7th May, 2009 (Vaisakha 17, 1931)

SERIES II No. 6



OFFICIAL GAZETTE

GOVERNMENT OF GOA

GOVERNMENT OF GOA

Department of Finance

Revenue & Control Division

Office of the Commissioner of Commercial Taxes

Order

No. CCT/12-2/2009-10/002

In exercise of the powers delegated to me vide proviso to sub-rule (1) of Rule 23 of Goa VAT Rules, 2005, the last date for filing of quarterly returns for the quarter ending 31st March, 2009, "**as a special case**" has been extended upto 20th May, 2009. Accordingly, all the assesses registered under Goa VAT Act, 2005 (Act 9 of 2005) either as regular dealer or as composition dealer are required to file their quarterly returns for the quarter ending 31-3-2009 on or before 20th May, 2009; failure to file returns within the extended time shall attract penalties as provided in Section 55 of the said Act.

Vallabh K. Kamat, Commissioner of Commercial Taxes.

Panaji, 30th April, 2009.

Department of Forest

Order

No. 6/15/2001-02/FOR(Part)

Read: Order No. 6/15/2001-02/FOR dated 2-4-2008.

Government is pleased to extend the deputation term of Dr. Francis L. Coelho, Assistant Conservator of Forests as General Manager in the Goa Forest Development Corporation Ltd., for a further period of one year with effect from 18-4-2009 to 17-4-2010 subject to the condition that necessary clearance is obtained from Chief Election Officer.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Forests).

Porvorim, 28th April, 2009.

Department of General Administration

Notification

No. 2/1/2008-GAD-H

Read: 1) Notification No. 2/1/2008-GAD-H dated 20-03-2009.

2) Addendum No. 2/1/2008-GAD-H dated 13-04-2009.

In exercise of the powers conferred by the explanation to Section 25 of the Negotiable Instruments Act, 1881 (Act 26 of 1881) read with Section 135-B(1) of the Representation of the People Act, 1951 (Central Act 43 of 1951), the Government of Goa hereby declares Monday, the 27th April, 2009 (Vaisakha 7, 1931) as a "Public Holiday" for the Offices situated within the limits of Polling Station No. 18 of 17-Sanquelim Assembly Segment of 01-North Goa Parliamentary Constituency being "Polling Day" for a fresh poll to the Polling Station No. 18 of 17-Sanquelim Assembly Segment of 01-North Goa Parliamentary Constituency. The aforesaid holiday shall also be a "paid holiday" to those electors including casual/daily wage workers working outside the Polling Station No. 18 of 17-Sanquelim Assembly Segment of 01-North Goa Parliamentary Constituency under the Section 135-B (1) of the Representation of the People Act, 1951 (Central Act 43 of 1951).

By order and in the name of the Governor of Goa.

Prabhakar V. Vaingankar, Under Secretary (GA).

Porvorim, 24th April, 2009.

Department of Labour

Notification

No. 28/1/2009-LAB/426

The following award passed by the Lok Adalat, Panaji-Goa on 28-06-2008 in reference No. IT/29/01 is

hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 21st April, 2009.

LOK ADALAT

COMPROMISE MEMORANDUM IN CASES U/S 10(1)
(D) OF INDUSTRIAL DISPUTES ACT, 1947

Type of cases:-

Case No. IT/29/01 Pending before Industrial Tribunal-cum-Labour Court-I, Panaji.

Workmen ... Applicant

V/s

M/s. Nusi Maritime Academy ... Respondent

MAY IT PLEASE YOUR HONOUR

Dispute in brief is that 28 workmen were terminated by the Employer.

We, that is Workmen, Applicant

M/s. Nusi Maritime Academy, Respondent

alongwith our Advocates, authorize Panel/Bench constituting Lok Adalat, in the above said matter that we have arrived at the compromise to settle the matter as follows:-

TERMS OF COMPROMISE

As per the Settlement terms filed separately.

We have arrived at the compromise terms willingly before the Lok Adalat held on 28-06-08 at 10.30 a.m. No coercion or force is applied. Today, though it is not working day for the Court we request the panel/bench constituting the Lok Adalat to record the compromise today only and the aforesaid matter may be marked as settled accordingly.

Dated this 28th day of June, 2008.

Signature of the Applicant Signature of the Respondent

Signature of the Advocate for the Applicant Signature of the Advocate for the Respondent

(Signature of the Authorized Officer of the Government)

A WARD

The matter is amicably settled as above before the Lok Adalat held on 28-06-2008 at 10.30 a.m.

1. Signature of the Presiding Officer of Panel of Lok Adalat.
2. Signature of the Member of Lok Adalat.
3. Signature of the Panel of Lok Adalat.

Notification

No. 28/1/2009-LAB/346

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 02-03-2009, in reference No. IT/43/04 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 23rd March, 2009.

IN THE INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT PANAJI

(Before Smt. Anuja Prabhudessai, Presiding Officer)

Case No. IT/43/04

Shri Gangaram Vishnu Satardekar,
Feira Alto, H. No. 97-A,

Mapusa,

Bardez-Goa.

... Workman/Party I

V/s

M/s. Gurudas T. Malgaonkar,

Popularly known as

M/s. Malsons,

'Malsons' Shop No. 21,

Municipal Market,

Mapusa-Goa.

... Employer/Party II

Workman/Party I is represented by Adv. P. J. Kamat.

Employer/Party II is represented by Adv. G. K. Sardessai.

A WARD

(Passed on this 2nd day of March, 2009)

By order dated 12-10-2004, the Government of Goa in exercise of powers conferred under Section 10(1)(d) of the Industrial Disputes Act, 1947, has referred to this Industrial Tribunal the following dispute for adjudication:

- (1) Whether the action of the management of M/s. Gurudas T. Malgaonkar, Mapusa, Goa, popularly known as M/s. Malsons, Mapusa, Goa, in refusing employment to their workman, Shri Gangaram Vishnu Satardekar, Cobbler, with effect from 31-12-2002 is legal and justified?
- (2) If not, what relief the workman is entitled to?"

2. On receipt of the reference IT/48/04 was registered. Notices were issued to both parties. Party I filed his claim statement at Exb. 5. The Party II filed its written statement at Exb. 6 and the rejoinder of the Party I is at Exb. 7.

3. The Party I was employed as a cobbler with Party II which is engaged in manufacture and sale of shoes. The Party I has stated that on 20-3-02, while he

was on duty, he fell down from the mezzanine floor of the shop and fractured his vertebra. The Party I has stated that he was admitted in the Asilo hospital at Mapusa by Party II and that he was discharged on 6-5-02 and was advised rest. The Party I has stated that he reported for duty on 31-12-02 however the Party II did not allow him to resume duties. The Party I has stated that the refusal of employment amounts to retrenchment. The Party I has stated that he has not been paid retrenchment compensation and has also not been paid notice wage. The Party I therefore claims that the retrenchment is illegal and void. The Party I has therefore sought reinstatement with full back wages and continuity in service.

4. The Party II has denied that the Party I is a workman within the meaning of Section 2(s) of the Act. The Party II has also stated that the subject matter of the reference is not an industrial dispute within the meaning of the Act. On merits, the Party II has stated that the Party I was engaged intermittently as a helper for work of casual nature. The Party II has denied that the Party I had a fall while he was on duty. The Party II has stated that on 20-3-02 they had closed the shop for the day at 8.30 p.m. The Party II has stated that the Party I had left the shop and that he had a fall while walking on the foot path. The Party II has denied that it had refused employment to the Party I. The Party II has stated that the Party I had not reported to work from 20-1-03. The Party II has stated that it had not retrenched the services of the Party I and as such it is not liable to pay any retrenchment compensation, notice pay or any other dues to the Party I. The Party II has therefore claimed that the Party I is not entitled for any reliefs.

5. Based on the aforesaid pleading, following issues were framed:

- 1 Whether the Party I proves that he was refused employment by the Party II from 31-12-2002?
- 2 Whether the Party I proves that refusal of employment to him by the Party II amounts to retrenchment?
- 3 Whether the Party I proves that the action of the Party II in refusal of employment to him from 31-12-2002 is illegal and unjustified?
- 4 Whether the Party II proves that the Party I is not a "workman" as defined under Section 2(s) of the Industrial Disputes Act, 1947?
- 5 Whether the Party II proves that the subject matter of the dispute is not an industrial dispute?
- 6 Whether the workman, Party I is entitled to any relief?
- 7 What Award?

6. The matter was posted for evidence. However on 27-2-09 the parties stated that the matter has been amicably settled and filed consent terms at Exb. 19. The said terms are agreeable to both parties and in my opinion the same are in the interest of the workman.

Hence the consent terms are taken on record and the consent award is passed as under.

ORDER

- 1 It is agreed between the parties that the termination of the Party I w.e.f. 31-12-2002 is legal and justified.
- 2 It is agreed between the parties that the Party II shall pay an amount of Rs. 50,000/- (Rupees Fifty thousand only) to the Party I in full and final settlement of all his claims.
- 3 It is agreed between the parties that on payment of the sum agreed in Clause (2) above, the Party I shall have no claim of whatsoever nature against the Party II and that his dispute is conclusively settled.
- 4 It is also agreed that on payment of the sum of Rs. 50,000/- (Rupees Fifty thousand only), the Party I shall withdraw the matter filed before the Commissioner for workmen compensation, Panaji in Application No. CL/C-2/2004.
- 5 It is agreed between the parties that the sum of Rs. 50,000/- agreed in Clause (2) above shall be paid on the date of filing the settlement.

No order as to costs. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I.

Notification

No. 28/1/2009-IAB/346

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 27-02-2009 in reference No. IT/81/07 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 23rd March, 2009.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble Presiding Officer)

Case Ref. No. IT/81/07

Shri Rohidas Naik, ... Workman/Party I
Rep. by Cidade de Goa
Employees Union,
Vainguinim Beach,
Dona Paula-Goa.
V/s

- 1 M/s. Cidade de Goa, ... Employer/Party II
Vainguinim Beach,
Dona Paula-Goa.
- 2 M/s. Fomento Resorts Pvt. Ltd.,
Vainguinim Beach,
Dona Paula-Goa.

Party I/Workman is represented by Shri P. Gaonkar.

Party II/Employer is represented by Adv. G. B. Kanat.

Panaji, dated: 27-02-2009.

A WARD

In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by order dated 9th November, 2006 bearing No. 28/15/2006-LAB/896 referred the following dispute for adjudication by this Labour Court-II.

SCHEDULE

"(1) Whether the action of the Management of M/s. Cidade de Goa, unit of M/s. Fomento Resorts & Hotels Limited, Dona Paula, Goa in terminating the services of their workman, Shri Rohidas Naik, Carpenter, with effect from 16-04-2006 is legal and justified?"

(2) If not, to what relief the workman is entitled?"

2. On receipt of the reference a case was registered under No. IT/81/07 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Party I (for short 'workman') filed its statement of claim. The facts of the case in brief as pleaded by the workman are that the Party II (for short "employer") is an Hotel Industry and he was initially employed in the stores of the Hotel Cidade de Goa with effect from 01-11-1982 and his services were confirmed vide letter dated 01-05-1983 by the Managing Director. He stated that since 20-04-1981, he was doing the work of carpenter. He stated that the work was assigned to him daily by his superior and as per his instruction he was doing the work of carpentry. He stated that he was not the sanctioning authority of any leave of any workman working in his department. He stated that since the commencement of the hotel he was continuously working in the hotel without any break in service. He stated that he had refused to tender his resignation. He was therefore issued a letter of termination dated 13-04-2006, terminating his service with effect from 16-04-2006 signed by the Personnel Manager of the employer. The said letter of termination is illegal and ought to be set aside as the appointing authority did not sign the said Order of Termination. He stated that on receipt of the Termination Letter he has submitted demand letter dated 18-04-2006 stating that his termination by the employer is illegal, malafide and bad in law as it is in violation of provisions of the Industrial Disputes Act, 1947. He stated that as the Management failed to withdraw the Termination Letter,

he had no option but to raise the dispute before the appropriate authority and accordingly the dispute of illegal termination was raised before the Asstt. Labour Commissioner, Panaji vide Union letter dated 19-04-2006. He stated that on receipt of the said letter, Assistant Labour Commissioner, Panaji, called both the parties on several occasions, but the employer refused to attend the conciliation proceedings and hence the proceedings ended in failure. He stated that before his termination, the employer had not prepared any seniority list and junior workers are still working with the employer. He stated that after his termination, new workers are employed by the employer and work of carpentry was given on contract. There was additional work of carpentry also contracted out. He stated that before his termination, provisions of Industrial Disputes Act were not followed and hence his termination is illegal and bad in law. He stated that the employer is employing more than 500 workers on an average per day and hence the Chapter V-B of the Industrial Disputes Act, 1947 is applicable to the employer. He stated that before his termination, the employer has not obtained the permission of the appropriate Government in accordance with Chapter V-B of the Industrial Disputes Act, 1947. He stated that the employer has violated Section 33 of the Industrial Disputes Act, 1947 as the matter of Payment of Bonus is pending before this Hon'ble Tribunal and therefore any termination without approval of the Hon'ble Tribunal is illegal, unjustified and bad in law. He therefore submitted that his termination is illegal, unjustified and bad in law and he is entitled for reinstatement with full back wages and continuity in service. He stated that before his termination no enquiry was conducted and hence this termination violated the principles of natural justice. He stated that since his termination he is unemployed and could not succeed in getting any regular employment, hence he is entitled to full back wages.

3. The employer filed a written statement denying that the termination of services of the workman was illegal and unjustified. The facts of the case in brief as pleaded by the employer are that the employer is a Company incorporated under the Companies Act, 1956 on 13-10-1981 and owns a Hotel establishment known as "Cidade de Goa" a beach resort situated at Vainguinim beach, Dona Paula-Goa. That, employer is a star luxury hotel, employing large number of employees and consisting of various departments, headed by respective Head of the Department, one of them being Engineering Department. That, employer has a personnel policy, directions, guidance and assistance, inter alia, providing for recruitment, training and performance appraisal, promotions, communication, counselling and human relations. That, employer has an elaborate system for yearly assessment of each employee by their respective Head of Department circumscribed by definite parameters. That, on the basis of Performance Appraisals of the workman, employer found that the overall average of assessment of the workman for the years 2003-2004 (i.e. from 01-04-2003 to 31-03-2004), 2004-2005 (i.e. from 01-04-2004 to 31-03-2005) and

2005-2006 (i.e. from 01-04-2005 to 31-03-2006) was poor. Similarly his attendance for the aforesaid 3 years was also very irregular. That each of the aforesaid Performance Appraisals done were brought to the notice of the workman from time to time and the workman had signed the said Performance Appraisals. That, as regards the attendance, the workman habitually used to remain absent without obtaining leave of absence in breach of the Service Rules in force and used to apply for regularization of absence. That the workman used to furnish flimsy reasons such as personal work, urgent work for remaining unauthorizedly absent. That, on the basis of aforesaid performance appraisal and leave records employer found that the service record of the workman for the past 3 years was not satisfactory. That, on the basis of consideration of the documentary evidence, employer terminated services of the workman under Order dated 13-04-2006 w.e.f. 16-04-2006. That the action of the employer in terminating services of the workman in terms of Clause 5 of the Contract of Service i.e. Letter of Appointment dated 01-11-1982 is/was by way of 'discharge simpliciter' and since it amounted to 'Retrenchment' within the meaning of Sec. 2 (oo) of the Industrial Disputes Act, 1947, the workman was paid Notice pay and Retrenchment compensation as required under Sec. 25-F of the Industrial Disputes Act, 1947 at the time of termination of his services in addition to other dues such as gratuity, wages for unavailed leave etc. totally amounting to Rs. 3,15,981/- by way of crossed cheque under No. 035280 dated 13-04-2006 drawn on IDBI Bank, Panaji-Goa, which was encashed by the workman on 28-06-2006. That, the said Order of Termination is/was neither referable to any misconduct nor it is based on any misconduct but is/was referable to his inefficiency/unsatisfactory work and therefore question of holding of any domestic enquiry for misconduct did not arise. Further, the Order of Termination did not cast any stigma on the workman. The employer denied that there was any violation of the provisions of the Industrial Disputes Act, 1947. The employer submitted that the decision arrived at by the Management of the employer for terminating the services of the workman was bonafide and in the interest of the working of the hotel establishment of the employer. In the circumstances, the employer prayed for rejection of the Reference holding that the workman is not entitled to any reliefs prayed for or to any other reliefs.

4. Thereafter, the workman filed his rejoinder denying the allegations, statements, submissions made by the employer in their written statement and confirming the statements and contents made by him in his claim statement.

Based on the pleadings of the parties, issues were framed on 04-02-2008 as under:

"...1. Whether the Party I proves that the Personnel Manager of the Party I was not competent to sign the Termination Order?

2 Whether the Party I proves that the Termination Order is illegal for non payment of legal

dues and non compliance of Sec. 33 of the I. D. Act?

3 Whether the Party I proves that the Order of Termination is illegal, mala fide and following the provision of the I. D. Act?

4 Whether the Party I proves that the reference is bad in law...?"

My answers to the issues framed are as under for the reasons given below:

Issue No. 1: In the affirmative.

Issue No. 2: In the negative.

Issue No. 3: In the affirmative.

Issue No. 4: In the negative.

Issue No. 1: Shri P. Gaonkar representing the workman while arguing the case submitted that the workman was appointed in the store of the Party II w.e.f. 01-11-1982 by the Employer/Party II. He submitted that his services were confirmed by letter dated 01-05-1983, signed by the Managing Director. He further submitted that the services of the workman was terminated vide letter dated 13-04-2006. He submitted that the workman challenges his Termination Order by alleging that the Termination Letter dated 13-04-2006 terminating his services w.e.f. 16-04-2006 was signed by the Personnel Manager of the Party II, however he was appointed by the Managing Director of the Party II. He therefore submitted that any Termination Order signed by the person designated below the appointing authority is null and void. The Personnel Manager had no legal capacity to terminate the services of the workman. He submitted that the Party II do not have any Certified Standing Order under the Industrial Employment (Standing Orders) Act, 1948 and in the absence of Certified Standing Order, no authority below the appointing authority can sign the Termination Order. In support of his contention he relied upon a decision of Apex Court in the case of Narsing Pal v/s Union of India & ors. reported in 2000 ILR 577.

On the contrary, the Id. Adv., G. B. Kamat appearing for the employer submitted that the termination of the services of the workman was not on account of misconduct or by way of punishment but on account of poor performance and therefore it is a discharge simplicitor and amounts to retrenchment within the meaning of Section 2 (oo) of the Industrial Disputes Act. He submitted that since the workman has accepted the terminal benefits issued to him by the Party II, he cannot challenge his Termination Order. He further submitted that the Party I is/was governed by Service Rules/House Rules framed by Party II(1). He produced on record at Exhibit E/12. The said Service Rules/House Rules termed by the Party II(1) has not been certified or registered but they are in force since the commencement of the hotel business of Party II(1). However, the Party I has not challenged the validity of the Service Rules/House Rules in any manner in its claim statement or Rejoinder. He further pointed out Rule 22 (7) of the Service Rules and Rule 2 (b) of the said House Rules.

He submitted that the services of the Party I were terminated by letter dated 13-04-2006 (Exhibit W/2) which was signed by the Personnel Manager of the Party II and who was authorized by Smt. Anju Timblo, the Managing Director of Party II(1) to sign the said Letter of Termination issued to Party I vide letter dated 07-03-2005 at Exhibit E/13. He further submitted that the rule that an employee cannot be dismissed or removed by an authority subordinate to that by which he was appointed, is applicable only to cases falling under Article 311 of the Constitution of India and not to employees of companies incorporated under the Companies Act, 1956. He further submitted that Article 311 of the Constitution of India states that no person who is a member of Civil Service of the Union or an All India Service or a Civil Service of a State or hold a Civil post under the Union or a State shall be dismissed or removed by an authority subordinate to that by which he was appointed. He finally relied upon a judgement of the Hon'ble Supreme Court in Pyarelal Sharma v/s Managing Director & ors. reported in 1989 (59) FLR 220 and another judgement of the Hon'ble Supreme Court in the case of State Bank of India v/s S. Vijaya Kumar reported in 1990 (61) FLR 605 in support of its contention.

I have carefully perused the records of the case. Also considered various legal submissions made by the Id. Representatives appearing for the respective parties.

Admittedly the workman, Shri Rohidas Naik was confirmed as a "Carpenter" in the Engineering Department of the Party II. Further the services of the workman were terminated w.e.f. 16-04-2006 vide Order dated 13-04-2006 at Exhibit W/2. Therefore it is necessary to see the Standing Order/Service Rules which governed the employment of the workman. The employer has produced on record a House Rule/Service Rules at Exhibit E/12. On careful perusal of the House Rules/Service Rules at Exhibit E/12, it is noticed that the said House Rules/Service Rules have not been certified by the Certifying Authority under the Industrial Employment (Standing Orders) Act, 1946 nor are the terms and conditions therein identical to the Model Standing Order prescribed under the said Act. A question was also put to the Employer's witness, namely, Shri Prakash Pednekar (EW1) who also could not point out that the said House Rules/Service Rules at Exhibit E/12 has been certified by the authority prescribed under the said Act. The Employer's another witness, namely, Smt. Zarine Lobo in her cross examination clearly admitted that the Party II do not have any Certified Standing Order. It is therefore admitted that the Party II does not possess Certified Standing Orders duly certified by the certifying authority as mandatory under the Industrial Employment Standing Order Act, 1946. Furthermore the Service Rules produced herein at Exhibit E/12 are not identical to the Model Standing Orders prescribed under the Act. Further there is nothing on record to indicate that the Standing Orders were pasted/ prominently displayed in English and in the language understood by the majority of the workmen on the

special board required to be maintained under Section 9 of the said Act. Thus in the absence of the Certified Standing Order, the Model Standing Order would be deemed to apply to the establishment of the Party II. It is not disputed that the workman is a permanent workman as classified under Clause 2 (6) (b) of the Model Standing Order Act. There is nothing on record to indicate that the Model Standing Orders were exhibited in the establishment as mandated under Clause 18 of the Model Standing Order Act. In absence of the Model Standing Order Act not being displayed in accordance with Clause 18 of the Model Standing Order Act, it cannot be said that the Personnel Manager was "Employer" under Section 2 (III) of the Industrial Employment Standing Order Act, 1946. The Employer continued to be the Managing Director of the Company.

This being the case, the appointing authority (Managing Director) of the company which is incorporated under the Companies Act who has undisputedly appointed the workman would be deemed to be the person/employer having authority to terminate the employment of the workman. There is nothing on record to indicate that the said appointing authority of the Company has validly delegated either the authority to terminate or the authority to appoint as on the date of termination of the employment of the workman to the Personnel Manager. No Power of Attorney evidencing such delegation of power by the Managing Director of the Company to the Personnel Manager has been produced. Furthermore no record of any company resolution passed by Board of Directors delegating power to the Personnel Manager to appoint or to terminate the services of the workman has been produced in these proceedings. Undisputedly, as Employment is a special form of contract. The Personnel Manager not having capacity to appoint the workman at the beginning of his employment nor having capacity to terminate the employment of the workman, would then not be competent to terminate employment. It may be noticed at this belated stage that the acts of the Personnel Manager in terminating the services of the workman have also not been ratified by the Company. No instrument of ratification has been produced by the Company. In the circumstances, I hold that the Personnel Manager of the Party II was not competent to sign the Termination Order.

Issue No. 2: The workman in his statement of claim filed in the present proceeding challenged his termination of employment by alleging that the matter of Payment of Bonus is pending before the Industrial Tribunal, Government of Goa and therefore the termination of his services without approval of the Hon'ble Tribunal is illegal, unjustified and bad in law. The Employer denied the said allegation/statement of the workman in its written statement filed in the present proceedings at Exhibit 13 and hence the burden was put on the workman to prove the said allegation/statement made by him.

Shri P. Gaonkar representing the workman argued that the bonus case is pending before the Industrial

Tribunal and that Management has not obtained/filed an approval application under Section 33 of the Industrial Disputes Act, 1947 and hence the Termination Order terminating the services of the workman is illegal for non-compliance of Section 33 of the Industrial Disputes Act, 1947.

On the other hand, the Id. Adv., Shri G. B. Karat representing the employer submitted that apart from the bare statement there is nothing on record to prove the statement that bonus case is pending before the Industrial Tribunal and that the Management has not obtained/filed any approval application as required under Section 33 of the Industrial Disputes Act, 1947. He further submitted that the workman has failed to produce on record any evidence in support of his contention. He submitted that no complaint has been filed under Section 33-A of the Industrial Disputes Act, 1947 nor any justification was given for non-filing of the said complaint. He further submitted that the question of obtaining approval within the meaning of Section 33 (2) (b) would have arisen only in case order of discharge or punishment whether by way of dismissal or otherwise was passed for any misconduct not connected with the dispute. He submitted that the order dated 13-04-2006 (Exb. W/2) by which the services of the workman were terminated was not passed by way of punishment for any misconduct committed by the workman but the order was of discharge simpliciter or simple discharge and out of purview of the said Section 33. In support of his contention, he has relied upon a decision of the Hon'ble Supreme Court in the case of AIR India Corporation v/s V. A. Rebello reported in 1972 Lab. I. C. 668 and a decision of Bombay High Court in the case of M. R. Fernandes v/s AIR India Ltd. reported in 2004 Lab. I. C.

The workman in para 17 of his claim statement alleged that the employer has violated Section 33 of the Industrial Disputes Act as the matter of payment of bonus is pending this Hon'ble Tribunal and hence any termination without approval of the Hon'ble Tribunal is illegal, unjustified and bad in law. The said statement of the workman has been denied by the employer vide its written statement filed in the present proceedings. Therefore, it was imperative on the part of the workman to produce cogent evidence in the form of documents to substantiate his aforesaid statement. The workman in his affidavit in evidence vaguely deposed that the Party II has violated the Section 33 of the Industrial Disputes Act, 1947, as the matter of payment of bonus is pending before this Hon'ble Tribunal and therefore any termination without approval of the Hon'ble Tribunal is illegal, unjustified and bad in law, without giving details such as registration number, date of filing and stage of its pendency, etc. However in support of his oral evidence, the workman has failed to produce any cogent/documentary evidence to substantiate his statement. The workman also failed to bring on record any evidence to that aspect by cross-examining the employers' witnesses. Therefore, I hold that the workman has failed to prove that the Party II has violated Section 33 of the Industrial Disputes Act, 1947.

Issue No. 3: It is the workman who challenged his Termination Order dated 13-04-2006 by alleging that the Termination Order is illegal, malafide and bad in law as it is in violation of the provisions of the Industrial Disputes Act, 1947 and hence burden to prove that "his termination order dated 13-04-2006 is illegal, malafide and bad in law" is upon him.

The Id. Representative, Shri P. Gaonkar representing the workman submitted that the Order of Termination is itself a clear case of termination by way of punishment and that the Management has not issued any chargesheet nor any enquiry was conducted and hence the principles of natural justice have not been followed. He submitted that the said Termination Order also amounts to victimization. He further submitted that the employer has tried to justify the termination of the services of the workman on the ground of poor performance and also produced on record the Annual Appraisal Records of the workman (Exhibit E/2-Colly) and Attendance Record (Exhibit E/3-Colly) for the last three years and submitted that the said records does not indicate that the job which was carried out by the workman was not up to the mark. He further referred the oral evidence of the employer's witnesses and submitted that the employers' witness No. 1 namely, Shri Prakash Pednekar, Deputy Chief Engineer, in his cross examination admitted that *"they do not have any record to show that what work has been performed by the Workman during the relevant period neither it is mentioned in the Performance Appraisal. He also stated that the services of the Party I have been terminated not only because of poor performance but also on the ground of irregular attendance of the Party I."* Similarly he also referred the deposition of the employers' another witness, namely, Smt. Zarine Lobo, Human Resource Executive and submitted that in her cross-examination, she deposed that *"she has put her comments at 'HR' column on Performance Appraisal of the workman i.e. Exhibit-E/2-Colly after going through the entire filled form and Personal File of the workman. She deposed that HR Department of the Party II had not allotted any work nor supervised the workman. She deposed that she is not aware of the job records of the workman but she has assessed the performance on the basis of the Performance Appraisal Report submitted to her. She finally deposed that the Party II has terminated the services of the Party I because of his poor performance as well as unauthorized absenteeism."* Therefore the aforesaid deposition of the employers' witness clearly shows that the action of the Party II in terminated the services of the workman is illegal and bad in law and without following the proper procedure established by law. He submitted that the workman has produced on record the Merit Certificates issued by the employer for the meritorious service done by the workman. He further submitted that the employer has violated Section 25-G of the Industrial Disputes Act and hence his termination is illegal and bad in law.

On the other hand the Id. Adv., Shri G. B. Karat representing the employer submitted that the employer has terminated the services of the workman on the basis

of his past poor performance. He submitted that the employer has produced on record documentary evidence such as Performance Appraisals conducted by Party II in respect of Party I for the three preceding years namely, 2003-04, 2004-05 and 2005-06 (Exhibit E/2- Colly), Attendance Records (Exhibit E/3-Colly) for the last three years and correspondence exchanged between the parties during the aforesaid three years at Exhibit E/4, Exhibit E/5, Exhibit E/6, Exhibit E/7, Exhibit E/8, Exhibit E/9-Colly, Exhibit E/10 and Exhibit E/11 and also examine two witnesses, namely, Mr. Prakash Pednekar (EW1), Deputy Chief Engineer and Smt. Zarine Lobo (EW2), HR Executive. He submitted that the Annual Appraisal Performance for the preceding three years of the workman at Exhibit E/2-Colly clearly shows the efficiency of the workman was 60% in the year 2003-04 which had decreased to 40% in the year 2004-05 and 45% in the year 2005-06. The aforesaid Annual Performance Appraisal of the workman clearly shows that he was placed in the category of poor performer and hence the Management has taken a serious note of the same. He submitted that the employer terminated the services of the workman by way of simple discharge pursuant to the House Rules/Service Rules at Exhibit E/12 applicable to the workman. He finally relied on various Supreme Court and High Court decisions in support of his aforesaid contention.

Admittedly, the workman had challenged his Termination Order on the ground that the said Order is illegal, malafide and bad in law as it is in violation of provisions of the Industrial Disputes Act, 1947. The workman has also challenged the said Order of Termination by alleging that it is illegal as the Appointing Authority did not sign the said Order of Termination. It is further alleged that before his termination the Employer has not prepared any Seniority List and junior workers are still working with the employer. It is further alleged that the Party II is employing more than 500 workers on an average per day and hence the Chapter 5-B of the Industrial Disputes Act is applicable to the Party II and that no permission of the appropriate Government in accordance with Chapter 5-B of the Industrial Disputes Act, 1947 has been obtained. He further alleged that the Party II has violated Section 33 of the Industrial Disputes Act, 1947 as the matter of payment of bonus is pending before this Hon'ble Tribunal and hence termination without approval of the Hon'ble Tribunal is illegal, unjustified and bad in law. It is also alleged that before his termination no enquiry was conducted and hence violated the principals of natural justice.

I have, while discussing the Issue No. 1 already held that the Personnel Manager of the Party II was not competent to sign the Termination Order dated 13-04-2006 thereby terminating the services of the workman. Similarly, I have also held that the workman has failed to produce any cogent evidence to prove that the Termination Order is illegal for non-compliance of Section 33 of the Industrial Disputes Act, 1947. I have also held that the Model Standing Order under the

Industrial Employment (Standing Orders) Act, 1946 is applicable to the workmen working in the establishment of the Party II since the employer has failed to produce on record any Certified Standing Order as required under the Employment Standing Order Act, 1946 while discussing the Issue No. 1.

The workman in his claim statement alleged that the Party II is employing more than 500 workers on an average per day and hence Section 5-B of the Industrial Disputes Act, 1947 is applicable to the Party II. It is therefore necessary to read the definition of Industrial Establishment as defined under Section 25-L (a) of the Industrial Disputes Act, 1947 means a factory as defined in Section 2 (m) of the Factories Act, 1948. (ii) A mine as defined in clause (j) of sub-section (1) of Section 2 of the Mines Act, 1952 or (iii) a plantation as defined in Clause (f) of Section 2 of the Plantations Labour Act, 1951. Section 2 (m) of the Factories Act excludes a hotel, restaurant or eating place from the purview of the definition of factory and consequently does not constitute an industrial establishment and hence the provision of Chapter 5-B are not applicable to it. The Id. Adv., Shri G. B. Kamat appearing for the employer has relied upon a decision of the Bombay High Court in the case of *Welcome Group Searock v/s Searock Employees Union & anr* reported in 2005 (4) ALL MR 74 wherein it has been held that the definition of industrial establishment in Section 25-L of the Industrial Disputes Act provides a statutory dictionary limited in its application to Chapter 5-B. The definition incorporates the meaning ascribed to the expression "Factories in Section (m) of the Factories Act. Since Section 2 (m) specifically excludes a hotel there can be no gain saying the fact that a hotel does not constitute a factory under Section 2-M of the Factories Act and therefore a Hotel is not an industrial establishment for the purpose of Chapter 5-B of the Industrial Disputes Act. The said decision is squarely applicable in this case also. Hence I hold that the Chapter V-B of the Industrial Disputes Act, 1947, is not applicable to the Party II and hence the allegations that before termination of the service of the workman, the Party II has not obtained the permission of the appropriate government in accordance with Chapter V-B of the Industrial Disputes Act is without any merits.

The workman has challenged his Termination Order terminating his services by alleging that before his termination the Party II has not prepared any seniority list and junior workers are still working with the Party II and that after his termination new workers are employed by the Party II and additional work of carpentry were given on contract. The Employer/Party II justifies the termination of services of the Workman/Party I by alleging that it is a simple discharge or discharge simpliciter on account of his poor performance. The Id. Adv., Shri G. B. Kamat representing the employer relied upon a decision of Madhya Pradesh High Court in the case of *D. S. Baghel v/s Chairman, Governing Body, Hitkarini Science, Commerce and Arts Mahavidyalaya, Garha, Jabalpur, and ors.* reported in 2003 (4) LIN 368 wherein it has

been held that rule of "last come, first go" is not required to be followed where the removal is on the ground of unsuitability or unsatisfactory performance. No violation of principle of equality enshrined under Articles 14 and 16 of the Constitution of India. Although the facts mentioned in the aforesaid case decided by the Hon'ble Madhya Pradesh High Court appears to be different, the principles laid down in the aforesaid decided case is applicable to the present case equally. Hence, in view of the law laid down by the Hon'ble Madhya Pradesh High Court in the aforesaid case the allegation that before his termination the Party II has not prepared any seniority list and junior workers are still working with the Party II and that after his termination new workers are employed by the Party II is without any merits.

It is the case of the Party II that the Order of Termination thereby terminating the services of the workman is on account of poor performance and in support of its contention the Party II has produced on record Annual Performance Appraisal of the workman for the three preceding years at Exhibit E/2-Colly and Attendance Records of the workman for the three preceding years at Exhibit E/3-Colly. On carefully perusal of the Annual Performance Appraisal on record at Exhibit E/2-Colly it is noticed that in the year 2003-04 the work efficiency of the workman was 60% and was given B(minus) grade rating for the said year. And in the year 2004-05 the work efficiency was found to be 40% and in the year 2005-06 the work efficiency was shown 45%. The employer in its written statement filed in the present proceedings stated that the termination of services of the workman was on account of his poor performance. However, the first witness of the employer, namely, Shri Prakash Pednekar, Deputy Chief Engineer, in his cross-examination stated that *"the services of the Party I had been terminated not only because of poor performance but also on the ground of irregular attendance of the workman."* The second witness of the employer, namely, Smt. Zarine Lobo HR-Executive, in her cross examination stated *"that the termination of the services of the workman was on account of his poor performance as well as unauthorized absenteeism."* The Party II in its written statement filed in the present proceedings at Exhibit-13 as well as in the Termination Order at Exhibit W/2 stated that the services of the workman were terminated on account of his poor performance. However, the oral as well the documentary evidence on record clearly shows that the termination of the services of the workman by the Employer/Party II was not only on the ground of poor performance but also on the ground of irregular attendance and unauthorized absenteeism of the workman. The expression "poor performance and irregular attendance as well as unauthorized absenteeism" has two different meanings. Irregular attendance and unauthorized absenteeism is a misconduct under the Model Standing Order. It requires that the principles of natural justice should be followed while taking action for the same as it casts stigma on the services of the workman. In the instant case the

employer has also produced the documents i.e. Attendance Records of the workman for the preceding three years (Exhibit E/3-Colly) alleging that the workman was irregular in attending his duties. However, the employer has failed to issue any show cause notice or a chargesheet pertaining to his misconduct of irregular attendance or held an enquiry as prescribed by the law. The Id. Adv., Shri G. B. Kamat representing the employer has relied upon a decision of the Supreme Court in the case of Municipal Corporation, Greater Bombay v/s P. S. Malvankar & ors. reported in 1978 (II) LLJ 168 wherein the Hon'ble Supreme Court has held that it is well settled that the question whether a particular order terminating the services of an employee is by way of punishment or not has to be determined on the facts and circumstance of each case and the form of the Order is not decisive of the matter. In the instant case, on plain reading of the Termination Order on record (Exhibit W/2) terminating the services of the workman it appears that the services of the workman were terminated on account of his unsatisfactory performance, however the oral as well as the documentary evidence on record clearly shows that the services of the workman were terminated on account of poor performance as well as irregular attendance and unauthorized absenteeism of the workman. Hence, the aforesaid decision of the Hon'ble Supreme Court does not in anyway helps the employer. Similarly, reliance has been placed on the Hon'ble Supreme Court's decision in the case of Air-India Corporation v/s V. A. Rebello reported in 1972 Lab. I. C. 668 is not applicable in the instant case since the employer has terminated the services of the workman on past poor performance as well as irregular attendance/unauthorized absence. The Id. Adv., Shri G. B. Kamat also placed the decision of the Hon'ble Supreme Court in the case of Shyam Sunderpal v/s Union of India reported in 1983 Lab. I. C. 48 wherein it has been held by the Hon'ble Supreme Court that an employer is under no obligation to retain an employee in service if he is found unsuitable or is unsuited for the position. The facts of the aforesaid case are totally different that the present case, hence the aforesaid decision of the Hon'ble Supreme Court is not applicable. The expression "irregular attendance and unauthorized absenteeism" constitutes misconduct and hence it casts stigma upon the workman and thus it is punitive in nature.

Hence in view of the above discussions, I hold that the Order of Termination of the workman is illegal since it has been passed by a person who is not competent to sign the same. The said Termination Order also casts a stigma on the workman and the same has been passed without following the principles of natural justice and hence it is illegal, unjustified and bad in law.

Issue No. 4: The Party II has failed to produce on record any evidence to prove that the present reference issued by the Government of Goa is bad in law, hence in the absence of any material on record this Court is unable to hold that the present reference issued by the Government of Goa is bad in law. Accordingly, the issue No. 4 is held as not proved.

5. In the circumstances and the findings on the issues arrived at in these proceedings to the effect that the Order of Termination suffered from incapacity of the Personnel Manager to terminate the services of the workman, as also on account that the principles of natural justice as applicable have not been followed, it would invariably follow that the Order of Termination of the services of the Workman/Party I being bad in law, no barrier exists to the re-instatement in services of the Party I with full back wages and all consequential benefits. Hence, the reference needs to be answered as under:

ORDER

The action of the Management of M/s. Cidade de Goa, unit of M/s. Fomento Resorts and Hotels Limited in terminating the services of their workman, Shri Rohidas Naik, carpenter, with effect from 16-04-2006 is illegal and unjustified.

The Workman/Party I is entitled to re-instatement in services of the Party II with full back wages and continuity of services and all consequential benefits.

No order as to costs. Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Department of Law and Judiciary

Law (Establishment) Division

Order

No. 1-24-84/ID-(Pt. File)/477

Government of Goa is pleased to issue the following terms and conditions of Government Advocates appearing in Arbitration matters before the Arbitrators as details below:

- | | |
|--|---|
| 1 Fees payable in the matter wherein the total amount of claims does not exceed Rs. 5.00 lakhs | Rs. 5,000/- lumpsum and Rs. 1,000/- per effective hearing. |
| 2 Fees payable in the matter wherein the total amount of claims exceed Rs. 5.00 lakhs | Rs. 10,000/- lumpsum and Rs. 2,000/- per effective hearing. |

This issues with the concurrence of the Finance Department vide their U. O. No. 140 dated 04-03-2009.

By order and in the name of the Governor of Goa.
N. P. Singnapurker, Under Secretary (Law-Estt.).

Parvorim, 22nd April, 2009.

Department of Mines

Directorate of Mines & Geology

Order

No. 96/365/88-IIR-Mines(Part)/178

Whereas, Shri Ashok P. Kudchadkar of Curchorem, Goa (hereafter referred to as the "lessee" by an order No. 96/385/88-Mines/2012 dated 20-10-2006 was granted renewal of mining lease (under Title of Concession No. 53 of 13-06-1952) covering an area of 31.4390 ha. of land situated in villages Colomba and Curpem of Sanguem Taluka and village Sulcorna of Quepem Taluka for a period of 20 years effective from 22-11-1987 to 21-11-2007.

And whereas the lessee by an application No. APK/PR/NAV-53/07/1 dated 08-01-2007 applied for transfer of the mining lease in favour of M/s. Chhattisgarh Electricity Company Ltd., Raipur.

And whereas during the pendency of the application M/s. Chhattisgarh Electricity Company Ltd., merged with M/s. Raipur Alloys and Steel Ltd., in terms of Sections 391 and 394 of the Companies Act and the scheme of merger was approved by the High Court of Chhattisgarh by order dated 11-05-2007 and by the High Court of Bombay by order dated 22-06-2007 and the said merger was effective from 01-04-2006.

And whereas the Ministry of Environment and Forest, Government of India, vide letter No. 15-4/2007-ROHQ dated 19-12-2007 approved the transfer of the aforesaid mining lease in favour of M/s. Chhattisgarh Electricity Company Ltd., subject to the condition that M/s. Chhattisgarh Electricity Company Ltd., will have to apply for the renewal of mining lease as per the rules.

And whereas by an application No. APK/PR/NAV-53/08 dated 27-06-2008, Shri Ashok P. Kudchadkar informed that M/s. Raipur Alloys and Steel Ltd., changed its name to M/s. Sarda Energy and Minerals Ltd., (hereinafter referred to as the "company") which was permitted by the Registrar of Companies, Maharashtra on 02-08-2007.

And whereas the Government of Goa have consented to the transfer of the said mining lease in favour of the said company.

Now, therefore, in exercise of the powers conferred by Rule 37 of the Mineral Concession Rules, 1960 and all other powers enabling it in that behalf, the Government of Goa hereby consents to the transfer of the said mining

lease by the said Shri Ashok P. Kudchadkar, in favour of M/s. Sarda Energy and Minerals Ltd., subject to the same terms and conditions governing the said mining lease stipulated in the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957) and the rules framed thereunder and subject to the compliance of the provisions of the Act, 1957 and the rules made thereunder as well the other relevant Acts and Rules as may be applicable towards renewal of mining lease for second renewal period.

Shri Ashok P. Kudchadkar and M/s. Sarda Energy & Minerals Ltd., shall execute a transfer lease deed within a period of three months as required under Rule 37 of Mineral Concession Rules, 1960.

By order and in the name of the Governor of Goa.

Arvind D. Loliyekar, Director of Mines & Geology/
/Joint Secretary (ex officio).

Paraji, 27th April, 2009.

Order

No. 96/388/88-IIR-Mines(Part)/179

Whereas, Shri Ashok P. Kudchadkar of Curchorem, Goa (hereafter referred to as the "lessee" by an order No. 96/388/88-Mines/2013 dated 20-10-2006 was granted renewal of mining lease (under Title of Concession No. 100 of 09-10-1953) covering an area of 22.1350 ha. of land situated in villages Colomba and Curpem of Sanguem Taluka for a period of 20 years effective from 22-11-1987 to 21-11-2007.

And whereas the lessee by an application No. APK/TR/CAN-100/07/2 dated 08-01-2007 applied for transfer of the mining lease in favour of M/s. Chhattisgarh Electricity Company Ltd., Raipur.

And whereas during the pendency of the application M/s. Chhattisgarh Electricity Company Ltd., merged with M/s. Raipur Alloys and Steel Ltd., in terms of Sections 391 and 394 of the Companies Act and the scheme of merger was approved by the High Court of Chhattisgarh by order dated 11-05-2007 and by the High Court of Bombay by order dated 22-06-2007 and the said merger was effective from 01-04-2006.

And whereas the Ministry of Environment and Forest, Government of India, vide letter No. 15-5/2007-ROHQ dated 19-12-2007 approved the transfer of the aforesaid mining lease in favour of M/s. Chhattisgarh Electricity Company Ltd., subject to the condition that M/s. Chhattisgarh Electricity Company Ltd., will have to apply for the renewal of mining lease as per the rules.

And whereas by an application No. APK/TR/CAN-100/08 dated 27-06-2008, Shri Ashok P. Kudchadkar informed that M/s. Raipur Alloys and Steel Ltd., changed its name to M/s. Sarda Energy and Minerals Ltd., (hereinafter referred to as the "company") which was permitted by the Registrar of Companies, Maharashtra, on 02-08-2007.

And whereas the Government of Goa have consented to the transfer of the said mining lease in favour of the said company.

Now, therefore, in exercise of the powers conferred by Rule 37 of the Mineral Concession Rules, 1960 and all other powers enabling it in that behalf, the Government of Goa hereby consents to the transfer of the said mining lease by the said Shri Ashok P. Kudchadkar, in favour of M/s. Sarda Energy and Minerals Ltd., subject to the same terms and conditions governing the said mining lease stipulated in the Mines and Minerals (Development and Regulation) Act, 1957 (Central Act 67 of 1957) and the rules framed thereunder and subject to the compliance of the provisions of the Act, 1957 and the rules made thereunder as well the other relevant Acts and Rules as may be applicable towards renewal of mining lease for second renewal period.

Shri Ashok P. Kudchadkar and M/s. Sarda Energy & Minerals Ltd., shall execute a transfer lease deed within a period of three months as required under rule 37 of Mineral Concession Rules, 1960.

By order and in the name of the Governor of Goa.

Arvind D. Loliyekar, Director of Mines & Geology/
/Joint Secretary (ex officio).

Paraji, 27th April, 2009.

Department of Personnel

Order

No. 6/20/97-PER

Shri Vijay M. Paranjape, Joint Secretary (AR) shall hold charge of the post of Director of Women & Child Development, in addition to his own duties during the sick leave period of Shri Sanjiv M. Gadkar, Director of Women & Child Development, with immediate effect.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 21st April, 2009.

Order

No. 6/3/2008-PER

Shri Narayan Sawant, Chief Executive Officer, Zilla Panchayat, South shall hold charge of the post of Special Land Acquisition Officer, MPT, Mormugao in addition to his own duties with immediate effect and until further orders, thereby relieving Shri Prasanna Acharya, Additional Collector-I, South of the additional charge.

Shri Francisco Teles, Senior Scale Officer of Goa Civil Service, 'Awaiting posting' is hereby transferred and posted as SLAO, Konkan Railway Corporation Ltd., thereby relieving Shri Y. B. Tavde, Additional

Collector-II, South of the additional charge with immediate effect, in public interest.

Shri Francisco Teles shall continue to draw his salary on the "Leave and Training Reserve Post", until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 27th April, 2009.

Department of Public Health

Order

No. 45/1/2005-I/PHD

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/24(8)/89-95/Vol.II/69 dated 09-03-2009, the Government is pleased to appoint Dr. Manjiri Mahesh Parsekar as Junior Anaesthetist (Group 'A' Gazetted) in the pay scale: Rs. 8,000-275-13,500+NPA (Prerevised) under the Directorate of Health Services with effect from the date of her joining the post as per the terms and conditions contained in the Memorandum of even number dated 24-04-2009 and post her at Community Health Centre, Ponda.

Dr. Manjiri Mahesh Parsekar shall be on probation for a period of two years.

The appointment of Dr. Manjiri Mahesh Parsekar is made subject to the verification of character and antecedents and declaration of fitness by the Medical Board.

In the event of any adverse matter noticed by the Government on verification of character and antecedents, her services will be terminated. Similarly, in the event of her declaration as unfit by the Medical Board her services will be terminated.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Health II).

Porvorim, 27th April, 2009.

Order

No. 45/2/2007-I/PHD

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/24(1)/2008/Vol.IV/56 dated 20-02-2009, the Government is pleased to appoint the following Doctors as Medical

Officers (Group 'A' Gazetted) in the pay scale: Rs. 8,000-275-13,500+NPA (Prerevised) under the Directorate of Health Services with effect from the dates of their joining the post as per the terms and conditions containing in the Memorandum of even number dated 08-04-2009.

Consequent upon their appointment they are posted at places shown against their names:

Sr. No.	Name of the Medical Officer	Place of posting
1	2	3
1	Dr. Rahul Chimat Velip	Rural Medical Dispensary, Agonda.
2	Dr. Shubhada Sakharan Mandrekar	Community Health Centre, Valpoi.
3	Dr. Yogesh Gurunath Govekar	Rural Medical Dispensary, Arambol.

The above mentioned doctors shall be on probation for a period of two years.

Their appointments are made subject to the verification of character and antecedents and declaration of fitness by the Medical Board.

In the event of any adverse matter noticed by the Government on verification of character and antecedents, their services will be terminated. Similarly, in the event of their declaration as unfit by the Medical Board their services will be terminated.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Health II).

Porvorim, 27th April, 2009.

Order

No. 45/1/2008-I/PHD

Read: Order No. 45/1/2008-I/PHD dated 14-05-2008.

Government is pleased to extend the contractual appointment of Dr. Shashikala P. Prabhudesai, Senior Pathologist under Directorate of Health Services w.e.f. 22-05-2009 to 21-05-2010 for a further period of one year or till the post is filled on regular basis whichever is earlier.

Dr. Shashikala P. Prabhudesai shall be paid monthly emoluments of Rs. 35,000/- (Rupees Thirty five thousand only) per month. Her appointment shall be subject to the terms and conditions contained in her earlier agreement executed by her with the Government.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Health II).

Porvorim, 28th April, 2009.